

5679-A
ASSIGNMENT NO. _____ Filed & Recorded

SEP 20 1973 -10 25 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, dated as of August 31, 1973, by
and between

BURLINGTON NORTHERN INC., a corporation of the
State of Delaware, hereinafter called Railroad, party of the
first part; and

THE CHASE MANHATTAN BANK (National Association),
a national banking association organized and existing under
the laws of the United States of America,

W I T N E S S E T H: That

WHEREAS, Pullman Incorporated (Pullman-Standard
Division) and Railroad entered into a Conditional Sale Agree-
ment dated as of April 1, 1970, as amended (hereinafter
called Conditional Sale Agreement) pursuant to which
Builder sold and delivered to Railroad and Railroad purchased
from Builder certain railroad equipment (hereinafter called
Equipment) therein described, which said Conditional Sale
Agreement was assigned by Builder to Assignee by Agreement
and Assignment dated as of April 1, 1970, as amended (here-
inafter called Assignment); and

WHEREAS, in Article 8 of the Conditional Sale
Agreement, it is provided that in the event any unit of the
Equipment shall have suffered a Casualty Occurrence and the
Railroad shall have paid to the Assignee the value of the
unit as provided for therein, then upon the filing with
the Assignee of the appropriate documents, any moneys paid
to the Assignee pursuant to said Article 8 may be applied
to or toward the cost of a replacing unit of standard gauge
railroad equipment (other than work or passenger equipment)
first put into service no earlier than April 1, 1970; and

WHEREAS, the Railroad, in compliance with the
aforesaid requirements of Article 8 of the Conditional Sale
Agreement, now proposes to cause title to seven (7) condi-
tionaire cars bearing Railroad's Road Numbers BN 453000,
453001, 453002, 453003, 453004, 453005 and 453006 (herein-
after called Additional Equipment), to be vested in the

Assignee, free and clear of all liens and encumbrances
subject to the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the premises,
it is agreed between Railroad and Assignee:

That Assignee (as "Vendor" pursuant to Article 26
of the Conditional Sale Agreement) hereby agrees to accept
the Additional Equipment, upon compliance by Railroad with
the requirements of Article 8 of Conditional Sale Agreement,
as accessions to the Equipment thereunder and subject to all
of the terms and conditions of the Conditional Sale Agree-
ment as though part of the original Equipment thereunder,
free and clear of all liens and encumbrances.

This Supplemental Agreement may be simultaneously
executed in any number of counterparts, each of which so
executed shall be deemed to be an original, and such
counterparts together shall constitute but one and the same
contract, which shall be sufficiently evidenced by any such
original counterpart.

IN WITNESS WHEREOF, the parties hereto have
caused these presents to be executed in their respective
corporate names and their respective corporate seals to be
hereunto affixed and attested as of the day and year first
above written.

BURLINGTON NORTHERN INC.

ATTEST:

E. F. Stunkard
.....
Assistant Secretary

By *W. K. Bush*
Vice President

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),

ATTEST:

[Signature]
.....
Assistant Secretary

By *[Signature]*
SECOND Vice President

STATE OF NEW YORK)
)
County of New York) ss

On this 14th day of September, 1973, before me personally appeared H. W. Tagliabus, to me personally known, who, being by me duly sworn, says that he a ^{SECOND} Vice President of THE CHASE MANHATTAN BANK (National Association), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

STATE OF MINNESOTA)
)
County of Ramsey) ss

.....Donald G. Bowie.....
DONALD G. BOWIE
NOTARY PUBLIC, State of New York
No. 24-4831477
Qualified in Ramsey County
Certified in Ramsey County
Commission Expires 12-31-1975

On this 7 day of September, 1973, before me personally appeared W K Buse, to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

.....Michael J. Muffe.....
MICHAEL J. MUFFE
NOTARY PUBLIC, State of New York
No. 24-4831477
Qualified in Ramsey County
Certified in Ramsey County
Commission Expires 12-31-1975